

**BEFORE THE BOARD OF COMMISSIONERS  
FOR LEWIS COUNTY, WASHINGTON**

IN RE: APPROVING AN INTERLOCAL AGREEMENT )  
BETWEEN LEWIS COUNTY AND THE LEWIS COUNTY )  
CONSERVATION DISTRICT CONCERNING AID AND )  
ASSISTANCE )

RESOLUTION NO. 10 - 284

**WHEREAS**, the Lewis County Conservation District and Lewis County are both political subdivisions of the State of Washington, and desire to enter into an Agreement pursuant to the Inter-local Cooperation Act, RCW Chapter 39.34, to address funding, aid and assistance; and

**WHEREAS**, the parties desire to enter into an agreement regarding the terms and conditions under which Lewis County may provide funding, aid and assistance to the Lewis County Conservation District; and

**WHEREAS**, the Board of County Commissioners has had an opportunity to review the Interlocal Agreement, attached as "Attachment A"; and


**WHEREAS**, it appears to be in the best public interest to approve and authorize this Interlocal Agreement with the Conservation District; **NOW THEREFORE**

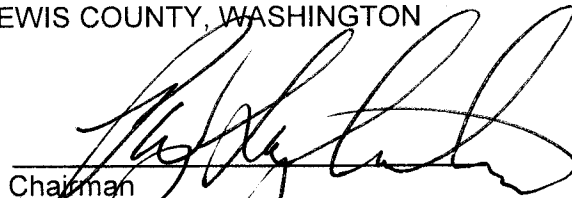
**BE IT RESOLVED** that the Board of County Commissioners of Lewis County hereby approves of the terms and conditions of the attached interlocal agreement, and hereby authorizes the Chairman of the Board to execute the agreement on behalf of the County, to become effective immediately.

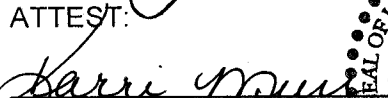
PASSED IN REGULAR SESSION this 8<sup>th</sup> day of November, 2010.

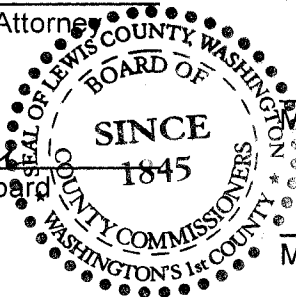
APPROVED AS TO FORM:  
Michael Golden, Prosecuting Attorney


BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON


  
By: Deputy Prosecuting Attorney

  
Chairman

ATTEST:  
  
Karri Muir, Clerk of the Board



  
Member

  
Member

Resolution No. 10- \_\_\_\_\_

**Attachment A**

**Interlocal Agreement Between Lewis County and the Lewis  
County Conservation District**

INTERLOCAL COOPERATIVE AGREEMENT  
BETWEEN  
LEWIS COUNTY  
AND  
LEWIS COUNTY CONSERVATION DISTRICT

THIS AGREEMENT is made and entered into by and between Lewis County Conservation District (LCCD) and Lewis County, Washington (County) pursuant to the authority granted by Chapter 39.34 RCW, Interlocal Cooperation Act. LCCD and County may be referred to herein as the "parties." In consideration of the following terms and conditions, the parties mutually agree as follows:

**SECTION 1. Purpose:** The purpose of this agreement is to coordinate on the development, implementation and maintenance of natural resource programs in Lewis County and to assist LCCD in securing such funding as may be necessary in support of the same.

**SECTION 2. Responsibilities of the LCCD:** The LCCD is dedicated to maintaining renewable natural resources within Lewis County. The priorities and goals for the LCCD are: to protect and improve the quality of surface and ground water; watershed planning and implementation; riparian reforestation and enhancement; forest stewardship; wildlife habitat enhancement; salmon recovery; conservation education; protection and preservation of prime farmlands; and to increase LCCD's capacity to assist local landowners. The LCCD will assist the County by performing work related to the Best Management Practices consistent with local, state and federal ordinances and statutes.

**SECTION 3. Responsibilities of the County:** The County, under the direction of the Board of County Commissioners allocates funds to various departments, offices and affiliated agencies during each yearly budget cycle. As warranted and when funding is available, the County may allocate funding to the LCCD for such purposes as are enumerated in Section 2 above, when such purposes are mutually compatible. At this time funds are not available; however, the County will, to the extent practical and consistent with the adopted budget, provide assistance to the LCCD in securing funding under provisions of Chapter 89.08 RCW.

**SECTION 4. Term of Agreement:** The term of this agreement shall be from the date of signing by all parties to the time at which either party dissolves the agreement consistent with provisions of Section 17 of this agreement.

**SECTION 5. Manner of Financing:** Should funding be included in any yearly Lewis County Budget to be used by the LCCD, then the County shall reimburse the LCCD for work performed upon proper receipt of invoice from the LCCD.

Any payments made under terms of this agreement shall be for programs detailed in a scope of work and proposed budget for said work prepared for the Board of County Commissioners for their review and approval.

Such work performed shall be authorized and approved in writing by the Board of County Commissioners prior to commencement of said work. **Provided, however,** that in no instance shall the accumulated yearly reimbursement for work performed and invoiced exceed the dollar amount allocated to the LCCD and included in the applicable Lewis County Budget for the LCCD without prior written approval by the Board of County Commissioners and appropriate amendment to the Lewis County Budget to account for any non-appropriated additional expenditure.

**SECTION 6. Administration:** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for the administration of this agreement and for coordinating and monitoring performance under terms of this agreement:

The County representative shall be the Chairman of the Board of County Commissioners.

The LCCD representative shall be the LCCD Manager.

In the event that a party's representative is changed, the party making the change shall notify the other party in writing.

**SECTION 7. Dispute Resolution:** In the event of a dispute between the LCCD and County regarding the delivery of services under or administration of this Agreement, a representative of the LCCD and the County shall review such dispute and options for resolution. Any dispute not resolved by these representatives shall be referred to the LCCD board and to the County board. Any agreed decision by the LCCD board and County board regarding the dispute shall be binding on the parties.

If any dispute arising out of or relating to this Agreement or an alleged breach of this Agreement cannot be resolved by the LCCD board and County board, such dispute may be submitted for mediation by a third party mediator agreed to by the parties. If not resolved through mediation, a dispute shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Ch. 7.04 RCW, and the judgment or award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

For purposes of this section, any actions or decisions made by the County representative shall be subject to the ratification of the Board of County Commissioners.

**SECTION 8. Independent Contractor:** As used in this agreement, "County" means the party that solicits and pays for services, and "LCCD" means the party that contracts to provide those services. The LCCD is and shall at all times be deemed to be an independent contractor in the provision of the services set forth in the agreement. Nothing herein nor in any of the agreement shall be construed as creating the relationship of employer and employee, or principal and agent, between the LCCD and County or between any of the LCCD's employees or agents. The LCCD shall retain all authority for provision of services, standards of performance, discipline and control of personnel, and other matters incident to the performance of services by the LCCD pursuant to this agreement. Nothing in this agreement shall make

any employee of the County an employee of the LCCD or any employee of the LCCD an employee of the County for any purpose, including but not limited to: withholding of taxes; payment of benefits, workers compensation pursuant to Title 51 RCW; or any other rights or privileges accorded their respective employees by virtue of their employment.

**SECTION 9. Hold Harmless/Indemnification:** The LCCD in this agreement agrees to indemnify, defend, save and hold harmless the County, its officials, employees and agents from and against any and all liability, demands, losses, damage, claims, causes of action, suits or judgments, including cost, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature, including deaths and injuries to persons, arising out of, or in connection with, or incident to, the performance of services or other undertakings by the LCCD pursuant to this agreement. In the event that any suit based on such a claim, demand, loss, damage, cost, or course of action is brought against the County, the County retains the right to participate in said suit if any principle of public law is involved. This indemnity and hold harmless provision shall include any claim made against the County by an employee of the LCCD or subcontractor or agent of the LCCD, even if the LCCD is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW.

The County in this agreement agrees to indemnify, defend, save and hold harmless the LCCD, its officials, employees and agents from and against any and all liability, demands, losses, damage, claims, causes of action, suits or judgments, including cost, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, including deaths and injuries to persons, arising out of, or in connection with, or incident to, the performance by the County of this Agreement. In the event that any suit based on such a claim, demand, loss, damage, cost, or course of action is brought against the LCCD, the LCCD retains the right to participate in said suit if any principle of public law is involved. This indemnity and hold harmless provision shall include any claim made against the LCCD by an employee of the County or subcontractor or agent of the County, even if the County is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW.

**SECTION 10. Assignments/Subcontracting:** Neither the LCCD nor the County shall transfer or assign, in whole or in part, any or all of their respective rights or obligations under this Agreement without the prior written consent of the other party. The LCCD shall not subcontract for the provisions of any services it is to provide the County under this agreement without the prior written consent of the County.

**SECTION 11. Non-Discrimination:** In connection with the provision of services pursuant to this Agreement, the LCCD shall not discriminate against any employee or applicant for employment or against any consumer of an applicant for services because of age, sex, race, creed, religion, color, national origin, marital status, pregnancy, veteran status, the presence of any physical, mental or sensory disability, or perceived or actual sexual orientation. The County and LCCD each certify that it is an Equal Opportunity Employer.

**SECTION 12. No Third Party Beneficiary:** The LCCD does not intend by this agreement to assume any contractual obligations to anyone other than the County. The County does not intend by this agreement to assume any contractual obligations to anyone other than the LCCD. The LCCD and County do not intend that there be any third-party beneficiary to this agreement.

**SECTION 13. Notice:** Any notices to be given under this Agreement shall, at a minimum, be delivered, postage prepaid and addressed to:

To the County:

Lewis County Board of County Commissioners  
351 NW North Street  
Chehalis, WA 98532  
Attention: Chairman of the Board

To the LCCD:

Lewis County Conservation District  
1554 Bishop Road, Suite 100  
Chehalis, WA 98532  
Attention: Manager

The name and address to which notices shall be directed may be changed by either the LCCD or County by giving the other party notice of such change as provided in this section.

**SECTION 14. Waiver:** No waiver by either party of any term or condition of this agreement or agreement incorporated in this agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

**SECTION 15. Entire Agreement:** This Agreement contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein, and no prior agreement(s) shall be effective to the contrary.

**SECTION 16. Venue and Choice of Law:** In the event that any litigation shall arise concerning the construction or interpretation of any of the provisions of this agreement, the venue of such action or litigation shall be in the Superior Court of the State of Washington, in and for the County of Lewis. This agreement shall be governed by the laws of the State of Washington.

**SECTION 17. Amendment and Termination:** The provisions of this agreement may be amended with the mutual consent of the parties. No additions to, or alterations of, the terms of this agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both parties. Either party may terminate this agreement for public convenience upon not less than sixty (60) days prior written notice to the other party.


**SECTION 18. Severability.** If any section or part of this agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this agreement.

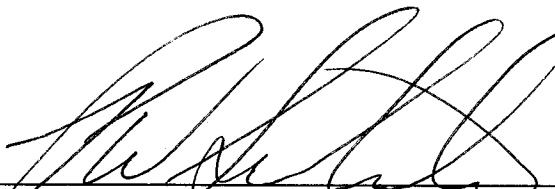
IN WITNESS THEREOF, The Lewis County Conservation District and Lewis County have caused this agreement to be executed in their respective names by their duly authorized representatives.

This agreement to be dated as of the 8 day of November, 2010, the same being subject to ratifying actions of the respective parties hereto.

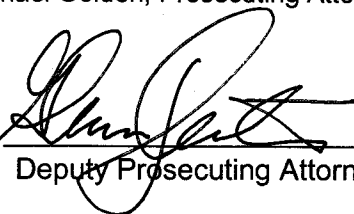
Lewis County Conservation District,  
a municipal corporation

Lewis County, Washington

By:   
Manager

By:   
Chairman of the Board of County Commissioners

Approved as to form:  
Michael Golden, Prosecuting Attorney

By:   
Deputy Prosecuting Attorney